## PARTICIPATION AGREEMENT

located at
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## **Premises**

- A. America's Best Pork® ("ABP") is Farmland's consumer-driven pork food chain system of independent producers. The parties acknowledge that certain requirements, protocols, and standards must be adopted within this pork food chain system to improve the safety, consistency and quality of the final pork product that is marketed to Farmland's customers in the retail, foodservice, international, and other market channels.
- B. Triumph Pork Group LLC ("Triumph") was formed to develop proprietary genetics for Farmland as an integral part of America's Best Pork. Participant desires to cooperate in the effort to improve pork carcass quality through the use of Triumph genetics and by participating in a vertically coordinated pork food chain system.

## Agreement

- 1. Triumph Genetics. From the date of this agreement, all genetic material entering the Participant's farm or production facility will be governed by that certain Triumph Genetic Supply Member Agreement ("Member Agreement") entered into by and between Triumph and Participant. The Member Agreement will contain the terms and conditions concerning the provision, use, sale, and transfer of Triumph genetics from Triumph to Participant.
- System Standards and Process Verification. To assure the quality, consistency and safety of the pork produced in the ABP pork food chain system and the genetics used in this system, Farmland shall have the right to conduct an auditing program to validate the compliance of Participant with the America's Best Pork® system standards ("System Standards"). The System Standards will be incorporated in the America's Best Pork® USDA Process Verification Program ("PVP") and includes standards and processes pertaining to genetics, nutrition, animal welfare, animal health and medical treatment, environmental operation, facility production. assurance, and other standards and processes pertaining to the pork production process. Participant acknowledges that Participant has been informed of the System Standards as they exist on the date of this Agreement. The System Standards are to be updated
- or revised at any time and from time to time as determined by Farmland in its sole and absolute discretion. ABP will inform Participant of changes in the System Standards in a timely and commercially reasonable manner that facilitates Participant's compliance with such changes. Participant must comply with the System Standards, allow on-farm audits (which audits may be scheduled in advance or conducted without prior notice, at the discretion of Farmland), and take corrective action when Farmland makes a determination that the Participant is not in compliance with the System Standards.
- Authorization for Release of Veterinary and Feed Information. Participant acknowledges veterinary services and feed supply services are a critical component of the System Standards and compliance with the PVP. Participant irrevocably grants to ABP the right to obtain access, inspect, and audit the records of all veterinarians and veterinary clinics providing services to Participant, and all persons or entities supplying feed and feed services to Participant's with connection **Participant** in participation in ABP. Participant agrees to authorize the release of such information by signing an Authorization of Release as set forth on Exhibit A, attached hereto and incorporated herein by reference. If the Authorization of Release is revoked, withdrawn,

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